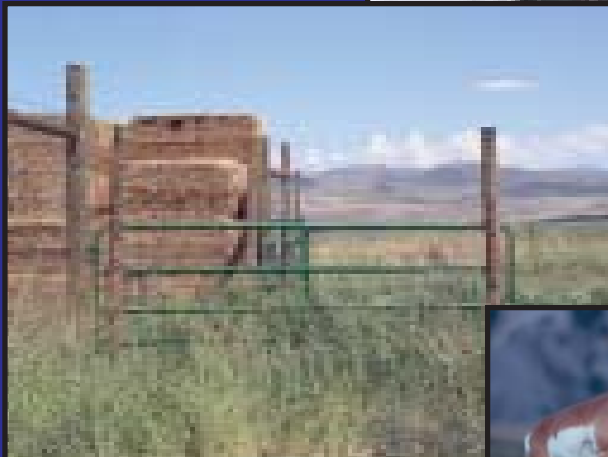
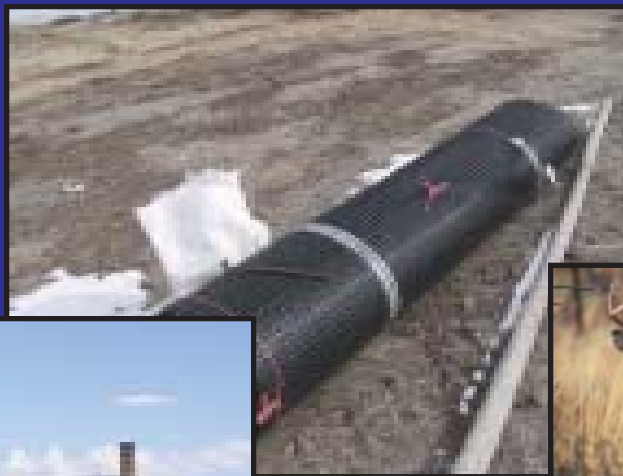




A Landowners Guide To Preventing Big Game Damage and Filing Damage Claims

Revised 2005



Preventing Big Game Damage and/or Filing a Claim CHECKLIST

1. Preventing Damage:

- If you suspect damage might occur or is occurring, contact your Landowner/Sportsmen Coordinator (see last page for regional telephone numbers). He or she can offer you a number of helpful tips on how to eliminate or minimize the damage.
- Plan ahead when starting, expanding or changing an agricultural operation. A little planning can go a long way to preventing big game damage problems in the future.

2. Filing a Claim:

- If you have worked with the Department to prevent big game damage, yet still experience losses, you can be eligible for compensation.
- Step 1: Contact your Landowner/Sportsmen Coordinator and request a claim form.
- Step 2: Evaluate damage, complete the claim form and return to your Landowner/Sportsmen Coordinator with supportive evidence of your losses. You or an independent third party may make an estimate of the damage.
- Step 3: Your Landowner/Sportsmen Coordinator will also investigate the damage and evaluate the claim.
- Step 4: If the Department agrees with your damage claim, a release form and W-9 is sent to you.
- Step 5: Complete the release form and W-9 and return to your Landowner/Sportsmen Coordinator.
- Step 6: The Department will pay up to ½ of the payment within 45 days of receiving the release form and W-9. The remaining amount will be paid at the end of the fiscal year (June 30). If total statewide claims exceed the remaining budget, claims will be paid proportionately.

3. Arbitration:

- If an agreement cannot be reached between your claim and the evaluation by the Department, you may choose to let a 3-person arbitration panel decide.
- Step 1: You choose 1 representative, at your expense.
- Step 2: The Department will choose 1 representative at its expense.
- Step 3: The two representatives will mutually decide on a 3rd representative with expenses split equally between you and the Department.
- Step 4: The panel will hold a hearing to decide the final outcome. They may accept your estimate of damages or that of the Department's. The panel may not negotiate a compromise.

(this checklist is provided as a general reference, consult the following pages for formal procedures)

Table of Contents

Introduction	2
The Wildlife Damage Law	2
Preventing Damage	3
Evaluating Damages	4
Filing a Claim.....	7
Settlement Procedure	7
References	7
Claims Eligibility Checklist	8
Filing a Claim Checklist	8
The Arbitration Process	9
Appendix A—Depredation Law Code Sections	10
36-1108.....	11
36-1109.....	13
36-1110.....	14
36-115	15
Appendix B—Forms.....	17
Claim Form Instructions.....	18
Wildlife Damage Claim Form	20
Claim Form Example	24
General Release Form	28
W-9 Form	30
Depredation Fencing Agreement	31
Contact Form	33
Pyrotechnics Release Form	34
Big Game Observation Form.....	35
Bear Damage Valuation Form	36
Hive Diagram	37
Appendix C—Fence Designs	38
Snow Resistant Woven Wire Fence	39
Woven Wire Fence	40
High Tensile Electric Fence	41
Slanted Fence	42
Hybrid Fence	43
Offset Electric Fence	44
Wildlife Crossing Fence	45
Bear Fence	46
Bear Fence	47
Agency Contacts	Back Cover

Introduction

Wildlife damage to agricultural crops, rangeland forage and livestock is a concern for both landowners and the Idaho Department of Fish & Game (Department). Therefore it is important for landowners and the Department to work cooperatively to resolve big game depredations.

The Department provides this manual to aid landowners who suffer damage to agricultural crops or rangeland forage caused by deer, elk, antelope or moose, livestock losses to black bears or mountain lions, and honey or berry losses to black bears. While we often refer to “landowners” in this manual, for our purposes this term may be synonymous with lessee or agriculture producer.

This manual outlines some common practices for preventing damage. It also explains the process for obtaining damage compensation from the Department. Further, this manual describes some of the available methods to evaluate wildlife damages and estimate the value of those damages. **The appendices found in the back include depredation law code sections, step-by-step instructions for filing a claim and sample claim form, explanation of the arbitration process, related forms, fencing designs, and additional information.**

The Department recognizes and appreciates the contributions landowners make to wildlife management by providing habitat for many wildlife species, as well as providing sporting opportunity for hunters and anglers. The Department also recognizes that sometimes damages and economic losses result from wildlife using private property. The Department has full time Landowner/Sportsmen Coordinators dedicated to assisting landowners with big game damage. These individuals are dedicated to fostering better relationships between Idaho’s landowners and sportsmen. Local Conservation Officers are also available to assist with immediate situations.

The Wildlife Damage Law

In 1989, the Idaho Legislature established the Fish and Game Advisory Committee (FGAC). The FGAC is comprised of twelve citizens from both the agriculture and sportsmen communities. They held public meetings across Idaho and developed legislation to deal with damage caused by big game populations.

Today the FGAC continues to make recommendations on the direction of the depredation program. They act as a liaison between the Idaho Fish and Game Commission, landowners, the State Department of Agriculture, the Department, Wildlife Services and sportsmen organizations. To find out how to contact the FGAC, call the nearest regional Landowner/Sportsmen Coordinator.

In 1990, Idaho lawmakers enacted legislation establishing a cooperative program among landowners, the Department and sportsmen to limit damage caused by wildlife. The wildlife damage law specifies that landowners and the Department are to work cooperatively to prevent as much wildlife damage as possible. When damages cannot be sufficiently reduced or prevented, landowners may file a claim for damage compensation. The Department pays for four types of damage:

1. Crops (plants grown or stored for profit) damaged by antelope, deer, elk or moose;

2. Use of privately owned rangeland forage (plants grown for livestock feed) by antelope, deer, elk or moose;
3. Livestock (domestic cattle, sheep, and goats) destroyed by black bears or mountain lions; and
4. Berries and honey damaged or destroyed by black bears on private land.

Landowners are compensated for the amount of damages minus a \$1000 deductible. However, this deductible is waived for landowners who file claims for damages of a similar nature in subsequent years in the same location. Livestock, honey and berry owners who suffer damage are responsible for only one deductible per year. After agreeing to a claim amount, up to a half (½) can be paid immediately with the remainder paid after the fiscal year ends (June 30) if funds are available. If funding is insufficient, money will be distributed proportionally. If the landowner and Department cannot agree on the amount of damage, a 3-member arbitration panel can be convened to make the final decision.

In order to be compensated for a claim, landowners must notify the Department that damages are occurring within 72 hours of discovering the damages and must follow up this verbal notification with a written notice within ten (10) days of discovering the damage. The Department is not responsible for any damage occurring more than ten days before the initial notification of



damage. This period may be extended up to 30 days in exceptional circumstances.

Because hunting is an effective tool in reducing depredations, landowners must have allowed reasonable public access for hunting during the preceding hunting season provided such access does not impact on their operations. However, hunters must ask landowner permission before entering private property, and all aspects of the trespass law apply. Claimants who receive compensation for the same losses from another source (i.e. crop insurance) are not eligible for compensation.

Preventing Damage

Damage prevention is the highest priority of the Department's depredation program and a shared responsibility of both the Department and the landowner.

By law, landowners who want to be compensated for a damage claim also have an obligation to take all reasonable steps necessary to prevent or reduce damage to their property. It is essential that landowners and the Department work together on big game depredations. Cooperation and understanding are critical for solving depredation problems.

Landowners who are experiencing or anticipating big game damage problems should contact their Landowner/Sportsman Coordinator or local Conservation Officer. A Department representative will work with the landowner to find a solution that works with his/her operation.

A landowner that is starting, expanding or changing an agricultural operation should anticipate wildlife damage problems and design their operation to reduce damage. The Department can offer technical advice for preventative practices and fence designs (Appendix C).

Table 1 outlines some steps landowners might take when wildlife damage is occurring or about to occur.

TABLE 1 – COMMON DAMAGE AND PREVENTION TECHNIQUES

<u>PROPERTY DAMAGED</u>	<u>PREVENTION TECHNIQUES</u>
Growing Crops	Scare tactics/Depredation hunts/Kill permits/Directed in season hunters/Fencing
Stored Crops	Site selection/Temporary fencing/Permanent fencing
Orchards / Nurseries/Berries	Site selection/Repellents/Scare tactics/Fencing/Depredation hunts/Kill permits/Directed in season hunters/Dogs
Honey/Beehives	Site selection/Temporary fencing/Permanent fencing
Livestock	Guard dogs/Llamas/Herders/Scare tactics/Depredation hunts/Kill permits/Directed in season hunters
Livestock Fences	Modify materials/Provide for crossings/Modify design
Livestock Feed Lots	Scare tactics/Fences/Dogs/Depredation hunts/Kill permits/Directed in season hunters
Rangeland Forage	Scare tactics/Depredation hunts/Kill permits/Directed in season hunters

This information is presented only as an overview and does not include all available methods. As new methods to control damages are developed, they will be incorporated into the program.

Locating nurseries and orchards away from big game habitat and protecting them with fences helps prevent damage. Consolidating haystacks for ease of protection and locating them away from areas easily accessible by big game minimizes conflicts. In areas where big game poses problems, consideration should be given to modifying the types of crops grown, cropping practices and/or harvest practices. Bee yards may be protected with electric fencing.



The Department can provide a variety of materials to protect crops. These materials range from plastic or metal panels for temporary crop protection to permanent fencing for crops, stack yards, orchards, and nurseries.

Landowners must use the materials for the purposes intended and are responsible for the labor involved in setting up, constructing and maintaining these materials. Landowners must also sign an agreement acknowledging that they have received these materials and will be responsible for their care and maintenance. This form and others are located in Appendix B.

In some situations the Department will provide scare-away devices. These include propane cannons, firecrackers, and special 12-gauge shotgun shells (cracker shells). Landowners will be responsible for operating and maintaining these items, and are required to sign a pyrotechnics release form.

To solve some depredation problems, the Department may ask sportsmen and landowners to harvest some animals and, in the process, harass other animals away from the area. These emergency depredation hunts can be approved on short notice for specific areas experiencing damage.

Landowners involved in a depredation hunt may designate up to half (1/2) of the tags/permits by providing a written list of names to the Department. The Department issues the remaining tags/permits according to established depredation hunt rules. All hunters should have equal access to public and private lands within the depredation hunt boundary. ***The affected landowner or his designee shall be eligible to receive one tag/permit without charge.***

Where a depredation hunt is not feasible the Department may issue kill permits for a limited number of animals. These permits are often issued to the landowner, who is responsible for killing the depredating animals, field-dressing them and contacting a Fish and Game officer. The animals are then given to families in need.

When big game animals are responsible for damages to fences, the Department can help solve the problem by providing some materials and technical advice.

Constructing fences and fence crossings designed to allow big game passage could minimize fence damage. The wildlife damage law does not provide for the Department to pay for damages to fences or equipment.



Evaluating Damages

In spite of the best efforts of the landowner and the Department to eliminate damage, big game may still cause substantial crop or livestock losses. ***A landowner planning to file a wildlife damage claim, will need to discuss with a Department representative a method to estimate the amount and value of damage.***

There are many different methods of evaluating damage. Many of the western states have laws similar to Idaho's and have researched varying methods of damage assessment. As a result, the Department can offer the benefit of experience in damage estimation. In addition to landowners and the Department, independent third party individuals may offer their expertise.

This section describes some of the procedures the Department uses to evaluate damage caused by wildlife. These methods are based on the best available information from research conducted specifically to address wildlife damage. As research continues and methods to estimate damage improve, they will be incorporated.

Neither the Department nor landowners are required to use these methods. However, if the same methods are used to assess damage, it will be easier to agree on the extent of damages. Ideally, the landowner and the Department representative will agree on which method to use before the evaluation occurs.

Estimating damage caused by any one factor is a complex science. Determining that portion of yield loss due to big game damage is not always easy. Total yield loss can be affected by other factors including, but not limited to: fertilization, irrigation, weather, timing of planting or harvest, weed management and a host of other elements not related to big game. With this in mind and using all the available information, the Department works with landowners to evaluate the total extent of the damage, including trampling and trailing if applicable, using a simple, accurate and fair approach.

(**Indicates the most common and preferred method.)

1. Alfalfa

Losses to growing alfalfa can be calculated in three ways. The value of these losses is determined by the average value of hay sold or the current market value of hay.

**A). Animal Use. Table 2 provides a starting point to determine forage consumption of big game animals in an average

depredation situation. Average forage consumption rates of big game species have been provided by the Montana State University Extension Service (Lacey et al. 1994). However, because big game animals generally do not feed exclusively on commercial crops, the values in Table 2 represent only 50% of a big game animal's daily consumption. Also, no allowance for waste is included. In some situations, waste may account for up to 25% more than the daily intake.

By counting the number of animals causing damage, and the number of days they were present, estimating the % of daily intake provided by the crop and estimating the amount of waste, the total amount of crop loss can be estimated.

The Department recognizes that every situation is different and presents this information as a starting point for discussion between the landowner and the Department.

TABLE 2 - 50% OF DAILY FORAGE CONSUMPTION RATES FOR BIG GAME

Mule Deer	2.8 lbs per day
White-tailed Deer	2.1 lbs per day
Elk	8.3 lbs per day
Antelope	2.8 lbs per day
Moose	14 lbs per day

B). Damaged vs. undamaged areas. If two comparable areas exist, one damaged and another undamaged, comparing their yields by weight or bale count can provide an estimate of loss. (Caution: These areas must be truly comparable: the same soil type, irrigation and fertilization practices, stand age, etc.)

C). Amount consumed. Alfalfa loss can be determined by setting up several wildlife-proof exclosures in the field. Just prior to hay cutting, the vegetation in the exclosures and in an adjacent area is clipped, dried and weighed. The difference in yield from inside and outside the exclosures is used to estimate the lost production. This method if done correctly is reliable, but time consuming. If not done correctly, results are likely to be inaccurate.

2. Stored Crops

****A).** Amount damaged. Stored crop losses can be determined by the number of bales or pounds of stored crops consumed or damaged by big game animals. Landowners can then use the replacement value of the crops to determine the value of the losses.

B). Animal use. By determining the number of animals consuming the stored crops, the number of days these

animals were present, the percentage of daily intake provided by the crop, and using the consumption rates in Table 2, landowners can determine the total crop loss. Landowners can use the replacement value of the crops to place a value on the losses.



3. Grains and Rapeseed



Big game animals can damage these crops by grazing and trampling them. Just prior to harvest, big game trailing and bedding can decrease harvest yields.

****A).** Damaged vs. undamaged areas. Comparing the yields between damaged and undamaged fields, or parts of the same field, can provide a good indication of losses due to big game depredation. These areas must be truly comparable.

B). Decrease from average yield. Historic yields can also be used for comparison. Using personal records or records from the Farm Services Agency (FSA) office, obtain the average yield for the field before damage occurred. The difference between this average yield and the yield for the year when damage occurred may be partially attributable to big game depredation. Of course, factors such as moisture conditions, wind damage, or different cropping practices must also be taken into account.

C). Amount damaged. Exclosures, as described above, can also be used to estimate lost production.

4. Row Crops

The methods described for evaluating small grain losses can also be used for row crops. In addition, landowners can measure the percentage of plants damaged by big game and the average percent loss per plant, and then use the current market value of the crops to determine total losses.

5. Orchards

Big game animals can cause both browsing and bark damage to orchards. This damage can result in either short-term (same season) or long-term losses in production. The process for evaluating damages, lost production, and the value of losses is quite complicated and varies with the type of crop being grown. Department personnel can work with landowners to determine a fair value.

6. Nurseries

- A). Partial loss of tree. When browsing or bark damage has occurred, but a tree is still worth saving, the value of the loss is the decrease in value of the damaged tree.
- B). Total loss of tree. If browsing or bark damage is so extensive that a tree cannot be saved or sold, the value of the loss is the regional average replacement price of that tree minus any harvest costs.

7. Forage



The wildlife damage law defines forage as growing or mature plants grown for livestock feed. Landowners must notify the Department as soon as big game begin to damage their rangeland or improved pasture, and inform us of their intent to file a claim.

Landowners/or lessee who file a claim for forage loss must include a damage evaluation conducted by a qualified range expert. The Department and landowners must then jointly design and implement a method to evaluate damage or loss. These evaluations need to begin before or at the time damage is occurring.

The damage evaluation report must objectively document the amount of forage on private rangeland consumed by wildlife, and should include an evaluation of the range before wildlife damage occurred and the impacts of wildlife on range condition. This type of evaluation will require several visits to the damaged site by the hired consultant.

There are not specific criteria for selecting a qualified range expert. A range conservationist or range manager for the Bureau of Land Management or U.S. Forest Service would be appropriate. County extension agents with expertise in range conservation may also be used. Expenses associated with the consultant will be the responsibility of the landowner.

****A).** Animal Use. Forage loss can be determined by estimating the average number of big game animals on

private rangeland and the length of time they were there, and then converting these values to AUM equivalents (Table 3).

Big game animals may or may not acquire their entire daily intake from individual landowner's rangelands. The values in Table 3 are calculated from a Montana State University Extension Service publication (Lacey et al. 1994); and represent 50% of an animal's intake derived from a single landowner's rangeland. Additionally, no waste is included but should be provided for if applicable. Each individual situation is unique and forage loss should be calculated accordingly.

TABLE 3 – ANIMAL UNIT MONTHS (AUM) FOR BIG GAME (ASSUMING 50% USE OF THE AREA)

Mule Deer	0.1 AUM
White-tailed Deer	0.075 AUM
Elk	0.3 AUM
Antelope	0.1 AUM
Moose	0.5 AUM

The AUMs will be valued at the average lease rates for comparable privately owned grazing in that area.

- B). Forage consumed. The amount of forage consumed can sometimes be determined by placing exclosures in pastures.

8. Livestock



The wildlife damage law defines livestock as domestic cattle, goats and sheep. A Wildlife Services (WS) official (formerly

known as Animal and Plant Health Inspection Service/ Animal Damage Control or APHIS/ADC) must verify losses of livestock immediately. Landowners can contact (866) 487-3297 to find the nearest WS agent.

Landowners must contact a WS agent to verify that the livestock loss was due to black bear or mountain lion predation and to confirm the number killed. A Department representative may want to accompany the WS agent on his/her inspection. Either the landowner or the WS official should contact a Department representative to see if a joint inspection is desired. The

current market value of the livestock killed, based on a market per-pound price, will determine the value of the losses.

9. Berries and Honey



Landowners must contact a WS official to investigate berry and honey losses caused by black bear on private land, and should make the

contact immediately to minimize losses. Within 72 hours, WS will determine if the loss is from black bear and determine the extent of loss without assigning a monetary value. For honey losses, Wildlife Services will complete their portion of the Bear Damage Valuation Worksheet as well as their investigation report and provide a copy to the claimant. The claimant must then complete their portion of the Valuation Worksheet. Finally, the claimant must submit a copy of it, the WS investigation report, and a completed claim form.

Filing a Claim

Landowners that have worked with the Department to prevent big game damage, yet still experience losses, may be eligible to file a damage claim and receive compensation for their losses. Because Department personnel have worked with the landowner, they will be familiar with the situation and can evaluate the claim quickly.

Damage claim forms are available from a Landowner/Sportsmen Coordinator or at a regional Fish and Game office. A sample claim and step-by-step instructions are provided. If landowners follow these instructions and provide as much detailed information as possible, the Department can process claims quickly. Landowners should contact their Landowner/Sportsmen Coordinator for any questions about the claim. As soon as the Department receives the claim form, Department personnel will begin evaluating the damages. In most cases, the Department will discuss the claim with the landowner before a settlement is offered.

Settlement Procedure

If the claimant's and the Department's evaluations are in agreement, the claim is settled. The claimant completes the General Depredation Release Form and a Federal W-9 then returns them to the regional Landowner/Sportsmen Coordinator. The first half of the payment to the claimant is made within 45 days and the second half, if funds are available, is made after the end of the fiscal year (June 30).

If the evaluations differ, the Department may try to come to an agreement before an offer is made. If no agreement is met within 15 business days, a 3rd party crop adjuster may be used. If an agreement is still not reached, the claim goes to a three-person arbitration panel. The panel consists of representatives chosen by the Department, the claimant and a mutually agreed upon third member. The arbitration panel's decision is binding for both parties. For more details on the Arbitration process go to page 9. Details are also available under Idaho Code 36-1108 (b)4 on page 11.

References

Lacey, J., E Williams, J. Roller, and C Marlow. 1994. *A Guide for Planning, Analyzing, and Balancing Forage Supplies with Livestock Demand*. Montana State University Extension Service, Bozeman, Mt. 16pp.

Claims Eligibility Checklist

- ☐ Claimant notifies Department within 72 hours of discovering crop damage caused by deer, elk, antelope and moose.
- ☐ Claimant notifies Wildlife Services upon discovering livestock losses by bear or lion (on private or public land) and honey or berry losses (on private land only) caused by bear.
- ☐ Written notice to Department is followed up within 10 days.
- ☐ Owner or lessee must have allowed hunters reasonable access to the property or through the property to public lands for hunting purposes during the preceding hunting season provided such access does not impact on their operations.
- ☐ Fence, irrigation equipment and other property are not eligible for compensation.
- ☐ Claim must be in writing on a form provided by the Department
- ☐ Claimant must allow on-site access for inspection/investigation of alleged damages prior to harvest.
- ☐ Claimant has taken all reasonable steps to prevent/minimize property loss/damage by wildlife.

Filing a Claim Checklist

- ☐ Claimant requests claim forms from Department.
- ☐ Regional Landowner/Sportsmen Coordinator provides claim form.
- ☐ Damage evaluated by claimant or 3rd party crop adjuster.
- ☐ Claim must be for fiscal year in which they occur (July 1- June 30).
- ☐ Supporting documentation and evidence should be included.
- ☐ Department evaluates claim and damages.
- ☐ If the claim is approved or an agreement is reached a release form and W-9 is mailed to the claimant.
- ☐ Claimant signs and returns the release form and the W-9. One half is paid within 45 days. The remaining ½ is paid after June 30 provided the amount of claims does not exceed the claim payment budget.
- ☐ If claim is not approved in 15 business days or an agreement reached, a 3rd party crop adjuster may be used.
- ☐ If neither party wants to use a 3rd party crop adjuster, the claim proceeds to arbitration.
- ☐ If a 3rd party crop adjuster is used and if either the claimant or the Department rejects the findings, they must notify the other of the rejection within 5 business days in writing and the claim goes to arbitration.
- ☐ If a 3rd party crop adjuster is used, the cost is shared equally by the claimant and the Department unless the arbitration panel reapportions it.

The Arbitration Process

- An arbitration panel is convened consisting of one Department representative, one landowner representative, and one mutually acceptable representative.
- The Department has 5 working days to appoint its representative and to notify the landowner of such.
- The landowner has another 5 working days to appoint his/her representative.
- Both representatives have another five (5) working days to appoint a mutually acceptable third representative.
- Each party is responsible for the expenses of their representative. Expenses of the third representative are shared equally between the landowner and the Department.
- Once the third representative is selected the arbitration panel has 30 days to hold a hearing and 14 days after that to make the decision of which amount was closest to the actual damages. They may accept either the landowner's estimate or the Department's estimate. They may not negotiate or compromise at this point.
- Once they make the decision, the arbitration panel must report it to both the landowner and the Department within 10 days.
- Findings of the arbitration panel carry final authority.

Appendix A—Depredation Law Code Sections

IDAHO STATUTES

TITLE 36 FISH AND GAME CHAPTER 11

PROTECTION OF ANIMALS AND BIRDS 36-1108.

CONTROL OF DAMAGE BY ANTELOPE, ELK, DEER OR MOOSE COMPENSATION FOR DAMAGES.

(a) Prevention of depredation shall be a priority management objective of the department, and it is the obligation of landowners to take all reasonable steps to prevent property loss from wildlife or to mitigate damages by wildlife. When any antelope, elk, deer or moose is doing damage to or is destroying any property or is about to do so, the owner or lessee thereof may make complaint and report the facts to the director or his designee who shall, within seventy-two (72) hours, investigate the conditions complained of. If it appears that the complaint is well founded and the property of the complainant is being or is likely to be damaged or destroyed by such antelope, elk, deer or moose, the director may:

1. Send a representative onto the premises to control, trap, and/or remove such animals as will stop the damage to said property. Any animals so taken shall remain the property of the state and shall be turned over to the director.
2. Grant properly safeguarded permission to the complainant to control, trap and/or remove such animals. Any animals so taken shall remain the property of the state and shall be turned over to the director.
3. Make an agreement with the owner or lessee to allow continued use of lands by the animals where damage by them has occurred to stored, growing or matured crops on private property whether owned or leased. This agreement may be transacted only after department attempts to resolve the problem by other means have proven unsuccessful. The agreement made under the provisions of this subsection may provide for financial compensation to the owner or lessee. If made, financial compensation under the provisions of this subsection shall be governed by the provisions of section 36-115, Idaho Code, and shall not be in addition to any payments for the same crop losses from any other source. Compensation for damages under the provisions of this subsection shall be available for damages done to private lands, whether owned or leased, if the owner or lessee allowed hunters reasonable access to the property or through the property to public lands for hunting purposes during the preceding hunting season. This provision shall not negate the provisions of section 36-1602, Idaho Code, relating to the necessity of obtaining permission to enter private land. If necessary, the arbitration panel provided for in subsection (b) of this section shall determine the reasonableness of access allowed.

(b) 1. In order to establish eligibility for submission of claims for damages, persons suffering crop damages on privately owned or leased land caused by antelope, elk, deer or moose must:

(A) Notify the department within seventy-two (72) hours of discovery of damage.

(B) Follow up verbal notification with a written notice within ten (10) days of the discovery of damages.

(C) The department shall not be held liable or accountable for any damages occurring more than ten (10) days prior to the initial notification of damage. However, the department may extend the period up to thirty (30) days under exceptional circumstances.

The owner or lessee must have allowed hunters reasonable access to the property or through the property to public lands for hunting purposes during the preceding hunting season, provided such access does not impact on their operations, or the claim for damages shall be disallowed. Compensation for crop damages claims shall not be in addition to any payments for the same crop losses from any other source and shall not include fence or other types of property damage. While fences and irrigation equipment are not subject to claim for payment, the department is allowed to provide support and assistance, including provision of materials to design, construct, and maintain fences for control of depredation. The notice of damages caused must be in written form, shall be in the form of a claim for damages substantially the same as required by section 6-907, Idaho Code, shall be attested to by the claimant under oath, and the claim shall be at least one thousand dollars (\$1,000). The claim shall not be amended after it is filed, provided however, that a claimant may file an additional claim in the event additional damage occurs subsequent to filing the initial claim. The department shall prepare and make available suitable forms for notice and claim for damages. Claims may be submitted only for the fiscal year (July 1 through June 30) in which they occurred. Any person submitting a fraudulent claim shall be prosecuted for a felony as provided in section 18-2706, Idaho Code. For purposes of this subsection, crop damages shall mean damage to plants grown or stored for profit and exclude ornamental plants.

2. Upon receipt by the department, the department shall review the claim, and if approved, pay it as provided in section 36-115, Idaho Code, or order it paid as provided in section 36-115, Idaho Code. Failure on the part of the owner or lessee to allow onsite access for inspection and investigation of alleged losses shall void the claim for damages.

3. In the event the owner or lessee and the department fail to agree on the amount of damages within fifteen (15) business days of the written claim, either party may elect to retain the services of an independent certified insurance adjuster licensed in the state of Idaho to view the affected property and determine the amount of damages. In the event the owner or lessee and the department fail to agree on the amount of damages and neither party elects to retain the services of an independent certified insurance adjuster, provisions of subsection (b)4. of this section shall apply. The independent certified adjuster shall complete his review and determination within twenty (20) days from the date he is retained, and will report his determination in writing by certified mail to the department and to the owner or lessee. Neither the owner or lessee, nor the department, shall disturb the affected property prior to review and determination by the independent insurance adjuster. Costs associated with the services of the independent insurance adjuster shall be divided equally between the owner or lessee and the department, subject to reapportionment of the costs by an arbitration panel pursuant to the provisions of subsection (b)4. of this section. If the department, or the owner or lessee rejects the determination of the adjuster, they shall notify the other party in writing of the rejection within five (5) business days of receipt of the adjuster's determination. In the event that either party rejects the adjuster's determination, the provisions of subsection (b)4. of this section shall apply.

4. Within five (5) business days of a rejection of an adjuster's determination of damages or failure of the owner or lessee and the department to agree on damages when a certified insurance adjuster is not used, the director must convene an arbitration panel. To convene an arbitration panel, the director must, within five (5) business days, appoint the department's representative and notify the landholder of the appointment. The landholder(s) shall, within the next five (5) business days following such notice from the department, appoint his representative and notify the department of the appointment. Within the next five (5) business days, the department representative and the landholder must mutually appoint the third arbitrator. The arbitration panel shall consist of three (3) members, as follows:

(A) The director of the department of fish and game or his designee;

(B) The owner or his designee, or the lessee or his designee;

(C) One (1) member selected by the two (2) members above.

The panel shall convene within thirty (30) days of the

selection of the third arbitrator, and render its decision within fourteen (14) days after the hearing. When convened, the arbitration panel shall have the same authority to make on site inspections as the department. The owner or lessee shall be responsible for payment of the expenses of his appointee; the director shall pay the expenses of his appointee from the expendable big game depredation fund; and the expenses of the third member shall be a joint responsibility of the owner or lessee, and the department. Provided however, the panel is authorized to review the costs associated with retaining the independent insurance adjuster and to determine whether those costs should instead be borne solely by the owner or lessee, solely by the department, or be apportioned between the owner or lessee and the department. In cases where an independent insurance adjuster was used, the party electing to use the adjuster shall assume the insurance adjuster's determination of damage as their estimate of damage. The panel shall consider the claim submitted by the owner or lessee, and the estimate of damages submitted by the department, and shall select one (1) amount or the other as being the closest to the actual damages sustained by the claimant. The arbitration panel shall report its decision in writing to both the owner or lessee and to the department within ten (10) days of the decision, and the decision of the panel shall be binding on the owner or lessee and the department. The fish and game advisory committee shall develop guidelines to govern arbitration procedures in accordance with chapter 52, title 67, Idaho Code.

(c) Any claim received by the department under the provisions of subsection (b) of this section must be processed by the department within sixty (60) calendar days of receipt. If the claim is approved for payment, payment must be made within forty-five (45) calendar days of such approval. Any damage claim determination by an independent insurance adjuster pursuant to subsection (b)3. of this section, accepted by the parties, must be paid by the department within forty-five (45) calendar days of the determination. If the claim is arbitrated, the arbitration must be completed within one hundred eighty (180) calendar days of filing the claim for such damages.

This version of the Idaho Code may not be used for commercial purposes, nor may it be published or repackaged for commercial sale without express written permission.

The Idaho Code is the property of the state of Idaho, and is copyrighted by Idaho law, I.C. § 9-350. According to Idaho law, any person who reproduces or distributes the Idaho Code for commercial purposes in violation of the provisions of this statute shall be deemed to be an infringer of the state of Idaho's copyright.

IDAHO STATUTES

TITLE 36 FISH AND GAME CHAPTER 11

PROTECTION OF ANIMALS AND BIRDS 36-1109.

CONTROL OF DAMAGE BY BLACK BEARS OR MOUNTAIN LIONS—COMPENSATION FOR DAMAGE.

(a) Prevention of depredation shall be a priority management objective of the department, and it is the obligation of landowners to take all reasonable steps to prevent property loss from black bears or mountain lions or to mitigate damage by such. The director, or his representative, will consult with appropriate land management agencies and landusers before transplanting or relocating any black bear or mountain lion. (b) When any black bear or mountain lion has done damage to or is destroying livestock on public, state, or private land, whether owned or leased, or when any black bear has done damage to or is destroying berries or honey on private land, the owner or his representative of such livestock shall, for the purposes of filing a claim, report such loss to a representative of the U.S. department of agriculture animal plant and health inspection services/ animal damage control (APHIS/ADC) who shall, within seventy-two (72) hours, investigate the conditions complained of. For purposes of this section, livestock shall be defined as domestic cattle, sheep, and goats. If it appears that the complaint is well founded and livestock, berries or honey of the complainant has been damaged or destroyed by such black bear or mountain lion, APHIS/ADC shall so inform the owner or his representative of the extent of physical damage or destruction in question. The owner shall provide the director or the department's regional office with the APHIS/ADC determination of damages or destruction. The physical damages, without establishing a monetary value thereon, as determined by the APHIS/ADC representative shall be final, and shall be binding upon the owner or his representative and on the department. (c) Any claim for damages must be in written form, shall be in the form of a claim for damages substantially the same as required in section 6-907, Idaho Code, shall be attested to by the claimant under oath, and the claim shall be for an amount of at least one thousand dollars (\$1,000) in damages per occurrence. The department shall prepare and make available suitable forms for claims for damages. Claims may be submitted only for the fiscal year (July 1 through June 30) in which they occurred. Any person submitting a fraudulent claim shall be prosecuted for a felony as provided in section 18-2706, Idaho Code. 1. Upon receipt by the department, the department shall review the claim, and if approved, pay it as provided in section 36-115, Idaho Code. Failure on the part of the owner or representative to allow on-site access shall negate the claim for damages. 2. If the department accepts the claim for damages as submitted by the owner

or his representative, the department may approve the claim for payment, or may make a counter offer. If the owner or his representative rejects the department's counter offer, this rejection or refusal must be in writing and submitted within five (5) business days. The value of the damage or destruction will then be determined pursuant to the provisions of subsection (b)3. of section 36-1108, Idaho Code, and, in circumstances so provided for by the provisions of subsection (b)3. of section 36-1108, Idaho Code, pursuant to the provisions of subsection (b)4. of section 36-1108, Idaho Code. Any claim received by the department under the provisions of this section must be processed by the department within sixty (60) calendar days of receipt. If the claim is approved for payment, the claim must be immediately forwarded to the department of administration for payment. Any damage claim determination by an independent insurance adjuster, accepted by the parties, must be paid by the department within forty-five (45) days of the determination. If the claim is arbitrated, the arbitration must be completed within one hundred eighty (180) days of filing the claim for such damages.

This version of the Idaho Code may not be used for commercial purposes, nor may it be published or repackaged for commercial sale without express written permission.

The Idaho Code is the property of the state of Idaho, and is copyrighted by Idaho law, I.C. § 9-350. According to Idaho law, any person who reproduces or distributes the Idaho Code for commercial purposes in violation of the provisions of this statute shall be deemed to be an infringer of the state of Idaho's copyright.

IDAHO STATUTE TITLE 36 FISH AND GAME
CHAPTER 11 PROTECTION OF ANIMALS AND
BIRDS 36-1110. CONTROL OF DAMAGE BY
GRAZING WILDLIFE—COMPENSATION FOR
DAMAGE.

(a) Prevention of depredation shall be a priority management objective of the department, and it is the obligation of landowners to take all reasonable steps to prevent property loss from grazing wildlife on private lands, whether owned or leased, or to mitigate damage by such. When any grazing wildlife is doing damage to or is destroying forage on private lands, whether owned or leased, the owner or lessee thereof may make a complaint and report the facts to the director or his designee who shall, within seventy-two (72) hours, investigate the conditions complained of. If it appears that the complaint is well founded and the forage is being or is likely to be damaged or destroyed or consumed by grazing wildlife, the owner or lessee shall contract with a qualified range management consultant to prepare an estimate of depredation based on his inspection. The cost of the consultant shall be paid by the owner or lessee. After the initial complaint, it shall be the responsibility of both the department and the owner or lessee to jointly design and implement a mutually agreeable method of determining

forage utilization and damage or loss due to wildlife through the use of exclosure cages or other devices. For purposes of this subsection, “forage damage” shall mean growing or matured plants grown for livestock feed.

(b) Claims submitted under the provisions of this section shall be limited to loss of forage on private lands, whether owned or leased, and shall be submitted and processed under the provisions of section 36-1108(b), Idaho Code, and approved claims shall be paid under the provisions of section 36-115(f), Idaho Code.

This version of the Idaho Code may not be used for commercial purposes, nor may it be published or repackaged for commercial sale without express written permission.

The Idaho Code is the property of the state of Idaho, and is copyrighted by Idaho law, I.C. § 9-350. According to Idaho law, any person who reproduces or distributes the Idaho Code for commercial purposes in violation of the provisions of this statute shall be deemed to be an infringer of the state of Idaho's copyright.

Idaho Statutes Idaho Statutes TITLE 36 FISH AND
GAME CHAPTER 1 FISH AND GAME COMMISSION
36-115. NONEXPENDABLE BIG GAME
DEPREDATION FUND EXPENDABLE BIG GAME
DEPREDATION FUND.

(a) The nonexpendable big game depredation fund is hereby established in the state treasury. On July 1, 2005, the state controller shall transfer two million two hundred fifty thousand dollars (\$2,250,000) from the big game secondary depredation account, created pursuant to section 3, chapter 370, laws of 1990, to the nonexpendable big game depredation fund. Moneys in the fund shall be invested as provided in section 67-1210, Idaho Code, and interest earned on investment of idle moneys in the fund shall be paid to the expendable big game depredation fund. The principal amount in the fund shall not be appropriated, but only the interest earned on investment of the moneys in the fund shall be available for appropriation to the expendable big game depredation fund.

(b) The big game secondary depredation account was created in the state treasury pursuant to section 3, chapter 370, laws of 1990, and shall, from the date of enactment of this act, be known and referred to as the expendable big game depredation fund. In addition to payments to the fund from the nonexpendable big game depredation fund as provided for in subsection (a) of this section, the state controller shall annually, as soon after July 1 of each year as practical, transfer into the fund two hundred thousand dollars (\$200,000) from the fish and game account. Moneys in the fund are subject to appropriation for the purposes recited in section 36-122, Idaho Code, section 36-1108(a)3., Idaho Code, section 36-1108(b), Idaho Code, section 36-1109 and section 36-1110, Idaho Code. Moneys in the fund shall be invested as provided in section 67-1210, Idaho Code, and interest earned on investment of idle moneys in the fund shall be paid to the fund. The expendable big game depredation fund shall be under the administrative direction of the state controller.

(c) The state controller shall annually report to the legislature, the division of financial management, the director of the department of agriculture and the director of the department of fish and game the amount of interest earnings and the availability of moneys in the expendable big game depredation fund for appropriation. At the close of each fiscal year, any unexpended and unencumbered balance that exceeds seven hundred fifty thousand dollars (\$750,000), shall be transferred as follows: one hundred thousand dollars (\$100,000) to the fish and game setaside account to be earmarked for sportsmen access programs with the remaining amount transferred to the animal damage control account established pursuant to section 36-112, Idaho Code. Transferred funds shall be spent pursuant to the respective appropriations for the setaside account and the animal damage control account.

(d) Any payment for damages pursuant to section 36-1108(b), Idaho Code, is limited by the following conditions and requirements:

1. The full amount of any approved claim will not be paid at the time of approval, but shall be subject to the following conditions and requirements:

(A) The director of the department of fish and game may order not more than one-half (1/2) of the amount of the approved claim that is to be paid from the expendable big game depredation fund to be paid immediately, if, in the judgment of the director, such payment is within the estimated total claims liability for that fiscal year from the expendable big game depredation fund.

(B) The balance of all unpaid approved claim amounts, including claims submitted under the provisions of sections 36-1109 and 36-1110, Idaho Code, shall be accumulated to a total as of June 30. If the balance in the expendable big game depredation fund appropriation is sufficient to pay the balance of all approved claims, the director shall pay them. If the balance is not sufficient to pay all approved claims, the director shall authorize a proportionate amount to be paid to each claimant. However, claims filed under section 36-1108, Idaho Code, shall have priority and will be paid prior to claims filed under sections 36-1109 and 36-1110, Idaho Code.

(C) The director shall encumber the balance of moneys appropriated from the expendable big game depredation fund, or moneys sufficient to pay the approved claims, whichever is the lesser.

2. Each claimant must submit a statement of total damages sustained per occurrence. For each such statement, the following conditions and requirements apply:

(A) The amount of one thousand dollars (\$1,000) must be deducted from each such statement. This deductible is a net loss to the owner or lessee, and will not be compensated for from the expendable big game depredation fund, but the owner or lessee is required to absorb only a single one thousand dollar (\$1,000) deductible per claim.

(B) Provided however, that for claims in subsequent years for damage to standing or stored crops in the same location as the first occurrence, the one thousand dollar (\$1,000) deductible will be waived if the department failed to prevent property loss following the first occurrence.

3. Each approved claim must contain a certification by the director of the department of fish and game, or his designee, that:

(A) All statutory requirements leading up to approval for payment have been met.

(B) The claimant has certified that he will accept the amount approved as payment in full for the claim submitted, subject to the conditions and requirements of this subsection.

(e) Any claim for damages pursuant to section 36-1109, Idaho Code, is limited by the following conditions and requirements:

1. The full amount of any approved claim will not be paid at the time of approval, but shall be subject to the following conditions and requirements:

(A) The director of the department of fish and game may order that not more than one-half (1/2) of the amount of the approved claim to be paid immediately, if, in the judgment of the director, such payment is within the estimated total claims liability for that fiscal year from the expendable big game depredation fund.

(B) The balance of all unpaid approved claim amounts shall be accumulated to a total as of June 30. If the balance in the expendable big game depredation fund appropriation is sufficient to pay all approved claims, the director shall promptly pay them. If the balance is not sufficient to pay the balance of all approved claims, the director shall pay a proportionate share to each claimant. However, claims filed under section 36-1108, Idaho Code, shall have priority and will be paid prior to claims filed under sections 36-1109 and 36-1110, Idaho Code.

(C) The director shall encumber the balance of the appropriation, or moneys sufficient to pay the approved claims, whichever is the lesser.

2. Each claimant must submit a statement of total damages sustained per occurrence. For each such statement, the following condition applies: the amount of one thousand dollars (\$1,000) must be deducted from each such statement. Provided however, if an owner or caretaker suffers damage to or destruction of livestock in more than one (1) occurrence during the fiscal year, then only one (1) deductible must be subtracted from the claims and the deductible on subsequent claims will be waived. This deductible is a net loss to the owner or caretaker, and will not be compensated for from the expendable big game depredation fund.

3. Each approved claim must contain a certification by the director of the department of fish and game, or his designee, that:

(A) All statutory requirements leading up to approval for payment have been met.

(B) The claimant has certified that he will accept the amount approved as payment in full for the claim submitted, subject to the conditions and requirements of this subsection.

(f) Any claim for damages to forage pursuant to section 36-1110, Idaho Code, is limited by the following conditions and requirements:

1. The full amount of any approved claim will not be paid at the time of approval, but shall be subject to the following conditions and requirements:

(A) The director of the department of fish and game may order not more than one-half (1/2) of the amount of the approved claim to be paid immediately, if, in the judgment of the director, such payment is within the estimated total claims liability for that fiscal year from the expendable big game depredation fund.

(B) The balance of all unpaid approved claim amounts shall be accumulated to a total as of June 30. If the balance in the expendable big game depredation fund appropriation is sufficient to pay all approved claims, the director shall pay them. If the balance is not sufficient to pay all approved claims, the director shall authorize a proportionate amount to be paid to each claimant. However, claims filed under section 36-1108, Idaho Code, shall have priority and will be paid prior to claims filed under sections 36-1109 and 36-1110, Idaho Code.

(C) The director shall encumber the balance of the appropriation, or moneys sufficient to pay the approved claims, whichever is the lesser.

2. Each claimant must submit a statement of total damages sustained per occurrence. For each such statement, the following conditions and requirements apply:

(A) The amount of one thousand dollars (\$1,000) must be deducted from each such statement. This deductible is a net loss to the owner or lessee, and will not be compensated for from the expendable big game depredation fund.

(B) The total amount of all claims for damages to forage that may be paid from the expendable big game depredation fund shall not exceed twentyfive percent (25%) of the amount of interest earned from investments of moneys in that fund in any one (1) fiscal year.

3. Each approved claim must contain a certification by the director of the department of fish and game, or his designee, that:

(A) All statutory requirements leading up to approval for payment have been met.

(B) The claimant has certified that he will accept the amount approved as payment in full for the claim submitted, subject to the conditions and requirements of this subsection.

This version of the Idaho Code may not be used for commercial purposes, nor may it be published or repackaged for commercial sale without express written permission.

The Idaho Code is the property of the state of Idaho, and is copyrighted by Idaho law, I.C. § 9-350. According to Idaho law, any person who reproduces or distributes the Idaho Code for commercial purposes in violation of the provisions of this statute shall be deemed to be an infringer of the state of Idaho's copyright.

Appendix B—Forms

Claim Form Instructions

Wildlife Damage Claim Form Instructions

Date: Day, month and year form is completed.

Name: Claimant's legal name.

Phone: Phone number where claimant can be reached.

Taxpayer Identification: Social Security number or I.D. number used for business tax purposes. By law we cannot pay a claim without one of these numbers.

Address: Claimant's current mailing address.

Species: Species of big game animal(s) causing damage. Claims can only be filed for damages caused by deer, elk, moose, antelope, black bear and mountain lion.

Estimated Number: Include a range (minimum/maximum) and an average number of each species present. If animal numbers increased or decreased dramatically during the entire damage period, then report the numbers present during specific periods.

Crop Damaged: Type of crop(s) damaged by big game such as second cutting of alfalfa, winter wheat, oats, etc.

When Did Damage Occur: Specific dates when damage started and ended damage for that fiscal year (July 1-June 30).

Specific Location of Damage: Describe location of area where damage occurred; location of farm/ranch, which fields damaged, etc.

Describe Damage: Explain how wildlife damaged the crop, for example, foraging, trampling, browsing, rubbing antlers on trees, etc. Report how much damage was done, such as pounds of forage, number of AUMs, number trees damaged, number and type of livestock, pounds of honey, etc. Give as much detail as possible and include or attaché supporting evidence such as photos, harvest records, Wildlife Services reports, etc.

Estimated Total Value of Damage: Itemized value of damages.

What Method(s) Did You Use to Estimate The Extent and Value of This Wildlife Damage: To support your values estimates, include formulas, receipts, value estimates and sources used for your estimates, etc.

Claim Form Instructions Continued

What Actions Did You Take To Limit Damages: This should include any modifications you made in your cropping practices, your notification of Idaho Fish and Game, and the measures you employed on our recommendation (hazing, kill permits, etc.).

List of Witnesses: List of neighbors, friends, employees or others familiar with your operation and the damages. We use these contacts for harvest comparisons and to verify animal numbers in the area, dates, weather or insect patterns, cropping practices, etc.

Did You Allow Public Hunting on Your Property or Access Across Your Property For Hunting: The law requires that reasonable access has been allowed before a claimant can be compensated for damages, provided such access does not impact on their operations.

If You Did Allow Hunting:

How Many: An estimate of the number of hunters who used your property throughout the hunting season to hunt the species causing damage.

Was a Fee Charged: Charging a fee is not considered reasonable public access.

How Much: Amount charged per individual.

If You Did Not Allow Hunting, What Were Your Reasons: Reasonable access might be different for each case, depending upon individual circumstances.

When Was The Department Notified of Damages or Potential For Damages: Include the initial contact date and the person contacted. Also include any subsequent notifications you made.

Have You Received or Applied For Any Other Compensation For The Crops or Items Damaged: The Department is not required to pay for claims which have been satisfied by other reimbursements. This includes hail insurance payments and drought relief.

Read the paragraph carefully and complete the last page in the presence of a notary public.

Wildlife Damage Claim Form

Wildlife Damage Claim

Idaho Department of Fish & Game

Date: _____

Name: _____ Phone: _____

Taxpayer Identification (Social Security) Number: _____

Address: _____

Species: _____ Estimated Number: _____

Crop Damaged: _____

When Did Damage Occur: _____

Specific Location of Damage: _____

Describe Damage: _____

Estimated Total Value of Damage (List Items Damaged and Value): _____

Wildlife Damage Claim Form

WILDLIFE DAMAGE CLAIM (Continued)

What methods did you use to estimate the extent and value of this wildlife damage?

What actions did you take to limit damage? _____

Attach documentation to justify the amount of damage due to wildlife which you are claiming.

List the names, addresses, and telephone numbers of witnesses to the causes and extent of wildlife damage which you are claiming.

Witnesses

Name: _____ Name: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

Name: _____ Name: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

If there are more witnesses, attach this information on a separate sheet.

Wildlife Damage Claim Form

WILDLIFE DAMAGE CLAIM (Continued)

Did you allow public hunting on your property or access across your property for hunting in nearby areas? Yes ☐ No ☐

The owner or lessee must have allowed hunters reasonable access to the property or through the property to public lands for hunting purposes during the preceding hunting season, provided such access does not impact on their operations, or the claim for damages shall be disallowed.

If you did allow hunting:

Approximately how many hunters did you allow access to pursue the species which caused damage to your property during the last hunting season? _____

Did you charge these hunters an access fee? Yes ☐ No ☐

If so, how much was each individual charged? _____

Approximately how many individual animals of the species causing damage to your property were harvested by these hunters? _____

If you did not allow public hunting, what were your reasons? _____

When was the Idaho Department of Fish and Game notified of the damage or potential for damage by wildlife? _____

Have you received or applied for any other compensation for the crops or items damaged? (If yes, attach documentation) Yes ☐ No ☐

Wildlife Damage Claim Form

WILDLIFE DAMAGE CLAIM (Continued)

I agree to provide the Department of Fish and Game with records relating to past production on this area and input (such as, irrigation water, fertilizer, seed, etc.) for the current year's crops on this area. I also permit the Department of Fish and Game to have full access to all government and insurance company records relating to the area on which wildlife damage occurred.

I, _____, the undersigned, hereby declare under the penalty of perjury that the information in this claim for wildlife damage is true and correct.

Dated: _____
(Signature)

I, _____, a Notary Public for the State of Idaho, do certify that Claimant's signature above is true and correct.

Dated this _____ day of _____, 20_____.

State of Idaho
County of _____

Notary Public
State of Idaho
Residing in _____
My Commission Expires _____

Claim Form Example

Wildlife Damage Claim

Idaho Department of Fish & Game

EXAMPLE

EXAMPLE

EXAMPLE

Date: 11/3/04

Name: Joe Rancher Phone: 208/000-000

Taxpayer Identification (Social Security) Number: 000-00-000

Address: 100 Ranch Road
Farmville, ID 80000
(For six months prior to claim)

Species: Mule Deer/Elk Estimated Number: 60/30

Crop Damaged: Barley, alfalfa hay, pasture

When Did Damage Occur: July 15 through October 15, 2004

Specific Location of Damage: 400 acre pasture east of house. 100 acre
barley field northwest of barn and 300 acre hay field northeast of barn.

Describe Damage: 200 bushels lost barley production because of elk
trailing and tramping. Second cutting of alfalfa hay occurred on August
15, so I had one month of hay damage, resulting in a 6.26-ton loss. Also
one month of forage damage, resulting in a 15-month AUM loss.

Estimated Total Value of Damage (List Items Damaged and Value): Barley: 200
bushel @ \$4/bu = \$800; Alfalfa: 6.26 tons @ \$80/ton = \$500.80;

Pasture: 15 AUMS @ \$15/AUM = \$270

TOTAL ESTIMATED LOSS = \$1,525.80

Claim Form Example

Wildlife Damage Claim (Continued)

What methods did you use to estimate the extent and value of this wildlife damage?

Barley: compared this year's production with the field average (see attached weight slips); Alfalfa and Pasture: Animal use assuming 50% use of hay and pasture, Alfalfa: 60 deer eating 2.8#/day for 30 days = 2.52 tons; 30 elk eating 8.3#/day = 3.74 tons; Pasture: .1 deer AUM/60 deer = 6 AUMs, .3 elk AUM/30 elk = 9 AUMs (see attached range consultant report).

What actions did you take to limit damage? **We used cracker shells and zon**

guns to try and scare animals from fields

Attach documentation to justify the amount of damage due to wildlife which you are claiming.

List the names, addresses, and telephone numbers of witnesses to the causes and extent of wildlife damage which you are claiming.

Witnesses:

Name: **Jim Neighbor**

Name: **John Hunter**

Address: **1328 Neighborly Road**
Ranchland, ID 80000

Address: **2953 Hayfield Lane**
Countryside, ID 80000

Phone: **208/000-0000**

Phone: **208/000-0000**

Name: **Mary Country**

Name: **Ellen Landers**

Address: **1529 Elk Creek Road**
Farmground, ID 80000

Address: **1264 Cornpatch Loop**
Farmville, ID 80000

Phone: **208/000-0000**

Phone: **208/000-0000**

If there are more witnesses, attach this information on a separate sheet.

Claim Form Example

Wildlife Damage Claim (Continued)

Did you allow public hunting on your property or access your property for hunting in nearby areas? Yes [**X**] No []

The owner or lessee must have allowed hunters reasonable access to the property or through the property to public lands for hunting purposes during the preceding hunting season, provided such access does not impact on their operations, or the claim for damages shall be disallowed.

If you did allow hunting:

Approximately how many hunters did you allow access to pursue the species which caused damage to your property during the last hunting season? 10

Did you charge these hunters an access fee? Yes [] No [**X**]

If so, how much was each individual charged? _____

Approximately how many individual animals of the species causing damage to your property were harvested by these hunters? 7/3

If you did not allow public hunting, what were your reasons? _____

When was the Idaho Department of Fish and Game notified of the damage or potential for damage by wildlife? July 17, 2004

Have you received or applied for any other compensation for the crops or items damaged? (If yes, attach documentation) Yes [] No [**X**]

Claim Form Example

Wildlife Damage Claim (Continued)

I agree to provide the Department of Fish and Game with records relating to past production on this area and input (such as irrigation water, fertilizer, seed, etc.) for the current year's crops on this area. I also permit the Department of Fish and Game to have full access to all government and insurance company records relating to the area on which wildlife damage occurred.

I, **Joe Rancher**, the undersigned, hereby declare under the penalty of perjury that the information in this claim for wildlife damage is true and correct.

Dated: **11/3/04** **Joe Rancher**
(Signature)

I, **Jane Notary**, a Notary Public for the State of Idaho, do certify that Claimant's signature above is true and correct.

Dated this **3** day of **November**, 20 **04**

State of Idaho
County of **Valley**

Jane Notary

Notary Public
State of Idaho
Residing in **Farmville**
My Commission Expires **02/07**

General Release Form

GENERAL RELEASE FOR DEPREDAATION

This General Release is given by _____ (Hereinafter Claimant) to the State of Idaho pursuant to the settlement of the claim for reimbursement of damages caused by wildlife occurring between _____ and _____, which claim was filed with the Idaho Department of Fish and Game on _____, a copy of which is attached hereto as Exhibit A.

1. General Release: FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Claimant, for and on behalf of him/herself, his/her respective predecessors, successors, assigns, heirs, executors, administrators, trustees and receivers hereby fully and forever remises, releases and discharges the State of Idaho, its agencies, employees and representatives, successors and assigns, of and from any and all claims, demands, agreements, contracts, covenants, actions, suites, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatever kind or nature, in law, equity or otherwise, whether known or unknown, whether or not concealed or hidden, which against the State of Idaho, its agencies, employees and representatives, successors and assigns, the Claimant or any of his/her heirs, executors, administrators, trustees, receivers, predecessors, successors or assigns have had, any have had, or now have, or which any of the claim hereafter can, shall or may have concerning any and all claims which were or might or could have been asserted by the Claimant against the State of Idaho in connection with the claim for damages set forth in Exhibit A, the \$_____ payment by the State of Idaho to the Claimant, or any matters connected therewith, no matter how remotely. The above amount is that amount after the \$1,000.00 deductible has been applied and is the amount payable unless the deductible has been waived as per Idaho Code 36-115.

General Release Form

2. Waiver: It is expressly understood and agreed that any provisions of state or federal statutory or common law which may limit this agreement have been considered and HEREBY WAIVED by the Claimant as concerns the subject matter of this General Release, and the Claimant acknowledges that this waiver is an essential and material part of this release.

Claimant

Dated

Approved as to form and content:

STATE OF IDAHO)
County of _____) ss

On _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

WITNESS my hand and official seal.

My commission expires: _____

W-9 Form

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions
on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

or

Employer identification number

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Depredation Fencing Agreement

DEPREDATION FENCING AGREEMENT

This agreement, made and entered into, by and between the State of Idaho, Department of Fish and Game, Boise, Idaho (hereinafter the Department) and _____, _____ County, Idaho (hereinafter Owner/Lessee), is made in reference to the following facts:

RECITALS

- A. Owner/Lessee owns/leases the real property located at: _____
_____ more fully described
as follows: (legal description) _____
- B. A _____ and _____ depredation has occurred on
Owner/Lessee's property.
- C. The Department is willing to assist Owner/Lessee in stopping the depredation in
accordance with the provisions of this agreement.
- NOW, THEREFORE, in consideration of the recitals stated above, the parties agree as follows:

SECTION ONE AGREEMENT

1. The Department agrees to provide all materials for the construction of depredation
fencing around that portion of Owner/Lessee's property designated on Exhibits _____, attached hereto
and incorporated by reference herein.
2. The materials provided by the Department shall be as follows: _____

3. All materials provided by the Department shall remain the property of the Department as
long as this agreement is in effect and shall be removed in a reasonable time after the termination of this
agreement, in no event to exceed 90 days.
4. Owner/Lessee shall be responsible for construction of the fence
5. Owner/Lessee shall immediately return to the Department all materials not used for
construction of the fence.
6. Owner/Lessee agrees to provide all materials and services necessary to maintain the fence
and agrees to keep the fence maintained at all times.
7. The fence shall be constructed no later than _____ unless the parties agree
otherwise in writing.
8. The Owner/Lessee agrees to utilize the fence to its fullest extent before storing crops or
moving apiaries to alternate locations.
9. Any damage by big game to the fence or property stored inside resulting from negligence
on the part of the Owner/Lessee or his/her agents or any other cause shall not be reimbursable under the
Wildlife Damage Claim process.

SECTION TWO TERM OF AGREEMENT

This agreement shall take effect on _____, 20____ and shall remain in effect
until terminated in accordance with Section Three.

Depredation Fencing Agreement

SECTION THREE TERMINATION

Either party may terminate this agreement upon 30 days written notice. Any such termination notice shall be served on the affected party as follows:

A. State of Idaho, Department of Fish and Game, 600 South Walnut Street, Boise, ID 83707.

B. _____

SECTION FOUR WAIVER, MODIFICATION, OR AMENDMENT

No waiver, modification or amendment of this agreement or any condition herein contained shall be valid unless in writing executed by both parties.

SECTION FIVE INDEMNIFICATION

The Owner/Lessee is and shall be regarded as an independent contractor, and assumes and agrees to protect, indemnify and hold harmless the Department and its employees and agents from all liability and expense on account of claims, suits and costs growing out of or connected with any operation by the Department or its employees or agents pertaining to this fencing agreement. Provided, however, that the Department shall not be relieved hereby from liability for its own negligence or that of its employees or agents.

SECTION SIX TRIPPLICATE ORIGINALS

The parties have executed this agreement upon the date following their respective signatures.

STATE OF IDAHO
DEPARTMENT OF FISH AND GAME

Department Representative

Owner/Lessee or Representative

SSN

Date

Date

Contact Form

DAMAGE COMPLAINT

Complaint Number _____

Date: _____ Time: _____ Region: _____ Species: _____

Name: _____ Contact Person: _____ Phone No.: _____

Address: _____

Describe Complaint: _____

Employee Notified: _____ Date/Time Notified: _____ By: Telephone _____ Radio _____ Person _____

WILDLIFE DAMAGE CONTACT

Date: _____ Time: _____ Personnel: _____ Management Unit: _____ Patrol Area: _____

Person Contacted: _____ Estimated Number of Animals: _____

Crop Damaged: _____ Location: _____

Describe Damage & Estimate Dollar Amount: _____

Comments: _____

Precautions Taken to Limit Damage: _____

RESPONSE LOG

Date/Time	Personnel	Action Taken	Materials	Time Spent	Miles Driven	No. of Animals

Comments:

Pyrotechnics Release Form

CE-56

STATE OF IDAHO
DEPARTMENT OF FISH AND GAME
SOUTHWEST REGION
McCall, Idaho

RECEIPT AND RELEASE FOR ISSUANCE OF FIREWORKS, PYROTECHNICS, OR OTHER DEPREDATION CONTROL MATERIAL

The following material consisting of _____

_____ (Quantity)	_____ (Type)	_____ (Serial No., if any)
---------------------	-----------------	-------------------------------

_____ (Quantity)	_____ (Type)	_____ (Serial No., if any)
---------------------	-----------------	-------------------------------

Is accepted by me, the undersigned recipient, for use in connection with the protection of my
agricultural crops or other interest in _____

County, _____,

With the express understanding that the issuing officer, the Idaho Fish and Game Department, have not made any guarantee, representation or warranty that the material or any part thereof is free of any defects, latent or patent. I do expressly understand and agree that I assume any and all risk and hazard incident to the possession, transportation, or use of this material, and of any and all hazards or defects or defects therein, whether visible and known or hidden, latent or unknown. I further agree that no claim for damages caused to my person or property will be made by me or on my behalf arising out of the possession, transportation, or use of this material, and that I will hold the Idaho fish and Game Department and any agent or employee of either, blameless from any and all claims for damages by any other person or persons that may arise out of the possession, transportation, or use of this material by me or under my authority. Materials furnished exclusive of expended items will be returned in good condition by me to the issuing officer upon his request.

_____ (Date)	_____ (Recipient's Signature)
-----------------	----------------------------------

The foregoing release was read aloud by me to the recipient who signed it in my presence after acknowledging that he understood it.

(Issuing Officer)

(Title)

Big Game Observation Form

Big Game Observation Form

[illegible]

Bear Damage Valuation Form

Investigator: _____
Case #: _____

BEAR DAMAGE VALUATION WORKSHEET

_____ Number of hives disturbed resulting in the following items requiring replacement:

To be Completed by Wildlife Services		To Be Completed by Operator		
ITEM	QUANTITY	DOLLAR VALUE EACH	TOTAL	SOURCE
Deep Supers				
Deep Frames				
Shallow Supers				
Shallow Frames				
Queen Excluders				
Swarms				
Honey				
Other Items				
		Grand Total:	\$.	

Definition of terms:

Super -- Wooden four-sided box that holds the frames with foundations and/or comb. Deep are about 9½ inches high and often referred to as the brood nest or hive body. Shallow are about 6 inches high and often referred to as honey supers.

Frame/Foundation -- Frame is the wooden structure that hangs inside super that holds the foundation sheet. The foundation is the beeswax or plastic and beeswax sheet that the honeycombs are attached to by the bees. Up to 10 frames/foundations per super.

Excluder -- Screen type device that lies between hive body and honey supers. Prevents movement of queen.

Swarm -- The bees themselves. Also known as a colony.

Honey -- Produced by the bees and stored in the wax honeycombs of the shallow supers and brood nest.

Other items -- Any other items damaged not listed above.

Hive body or Brood Nest -- Deep super located at the bottom of the hive housing the queen, larvae and bees.

Honey super -- Usually a shallow super that houses the frames and foundation for the honey combs. They are stacked on top of the hive body as honey production increases in the hive.

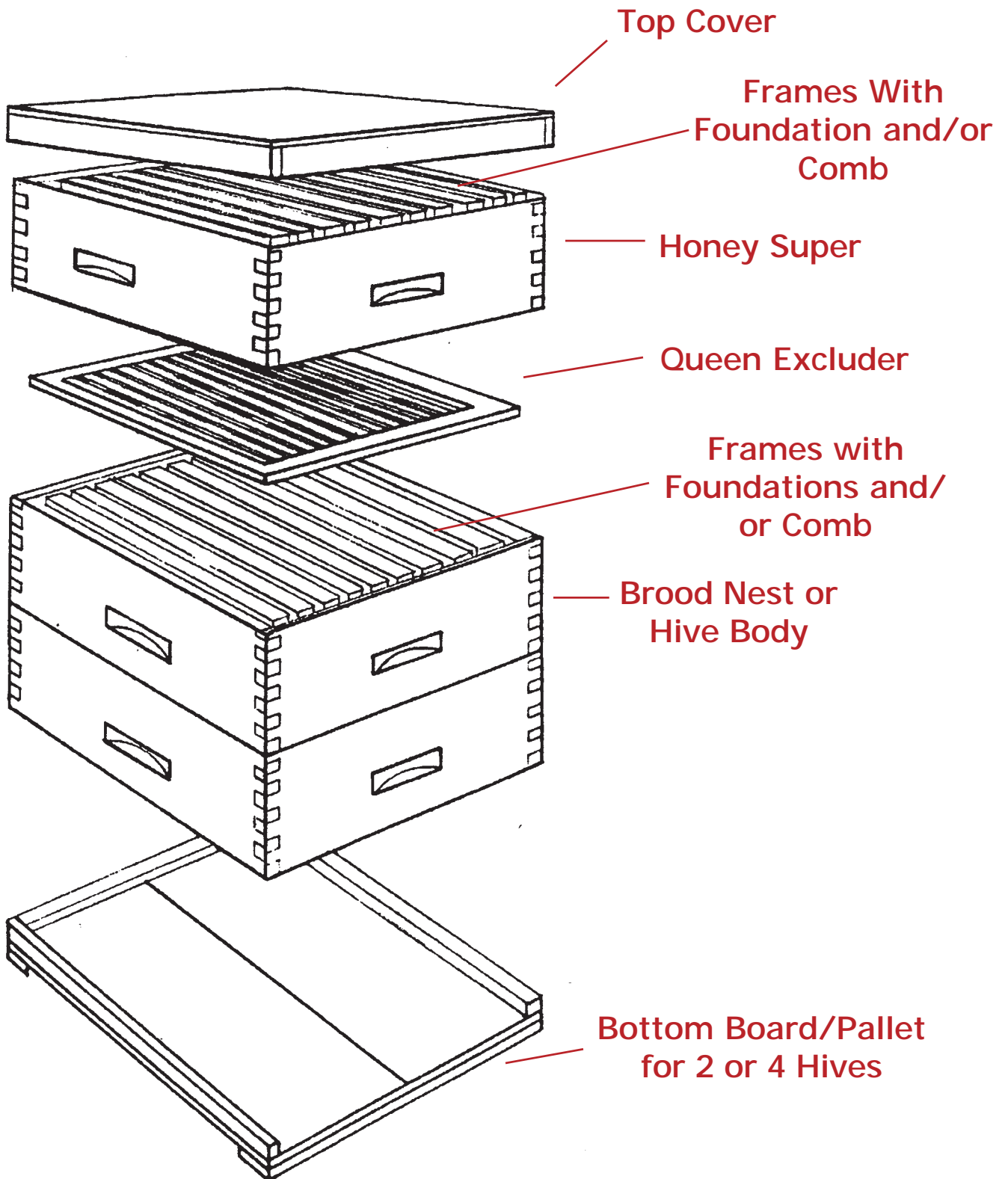
Beehive -- Consists of one to several stacked supers, frames, foundations, bees and honey.

Hives disturbed -- Could be as little as the top board removed to as much as total hive destruction. Top board removed would not be considered swarm loss. Supers toppled or removed from hive would not be considered swarm loss. Brood nest having frames removed to expose the bees would be considered swarm or colony loss.

Source -- Where the “dollar value each” was obtained from, i.e., Western Bee Supply, another beekeeper.

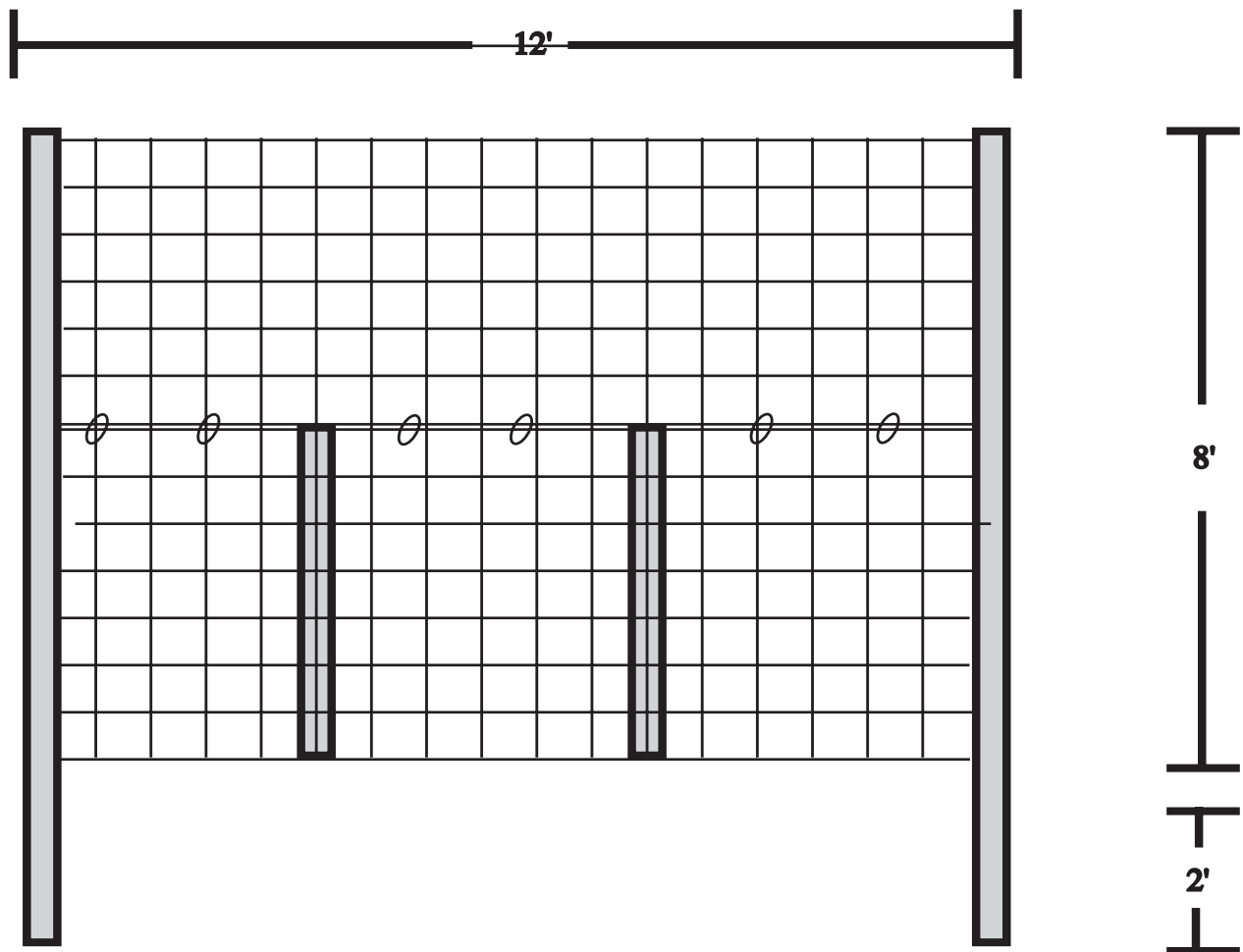
Items Requiring Replacement -- Item damaged or destroyed to the point it is no longer useable.

Hive Diagram



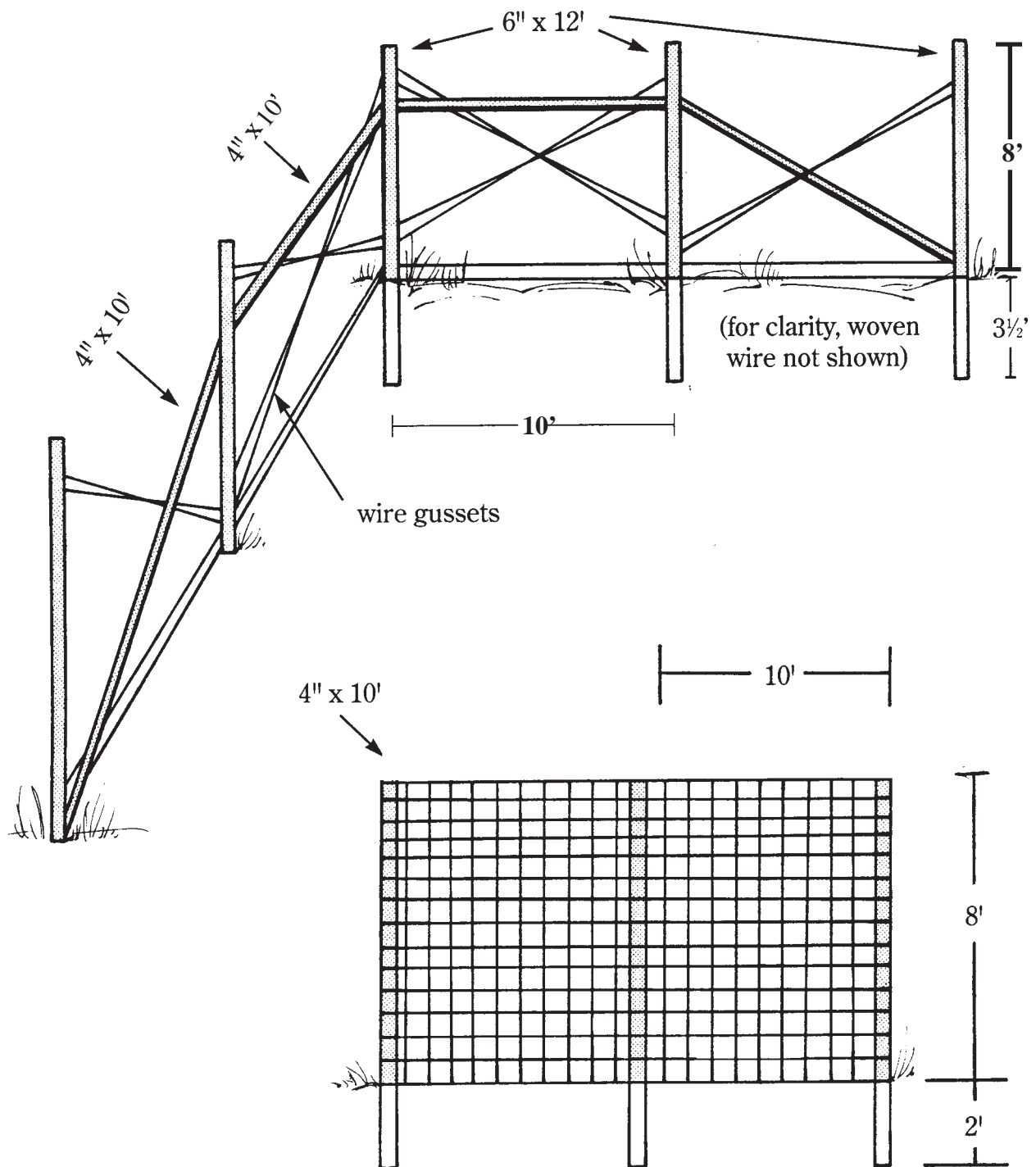
Appendix C—Fence Designs

Snow Resistant Woven Wire Fence



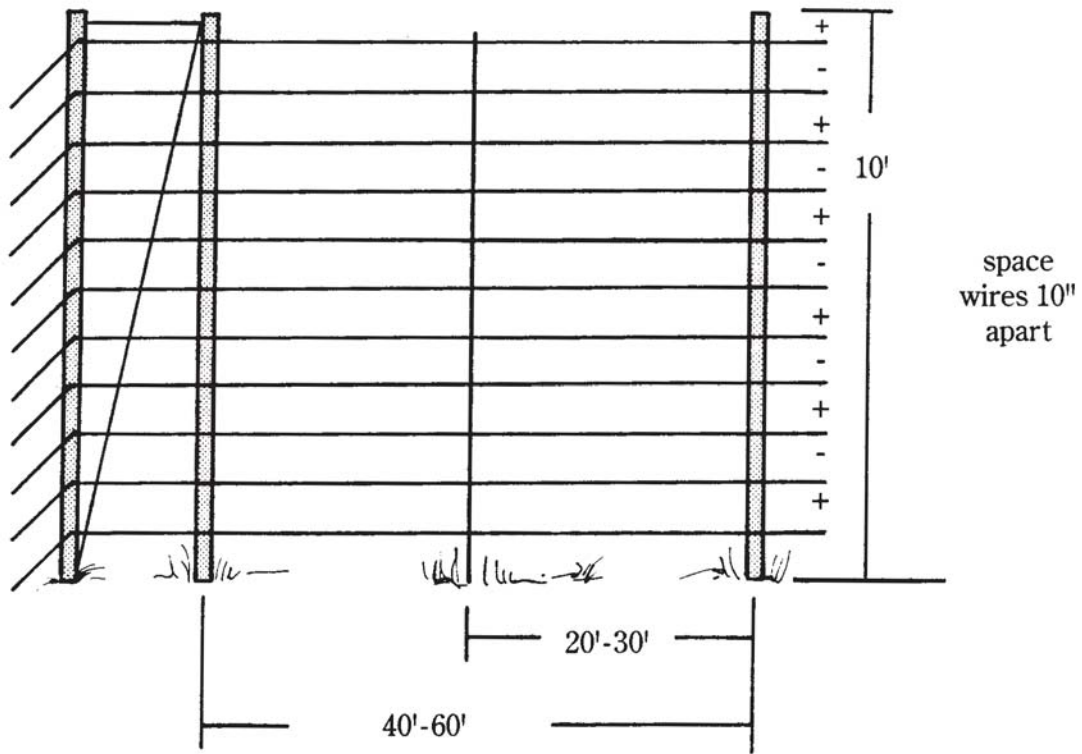
In areas with heavy snow loads you can space line posts every 12' and place 2-4' wood stays between each post. A strand of barbless wire is placed at the top or the bottom section of woven wire and secured to it with heavy duty fasteners that look like hog rings. The wood stays and extra wire provide additional support to the lower field fence which takes the brunt of the snow weight.

Woven Wire Fence



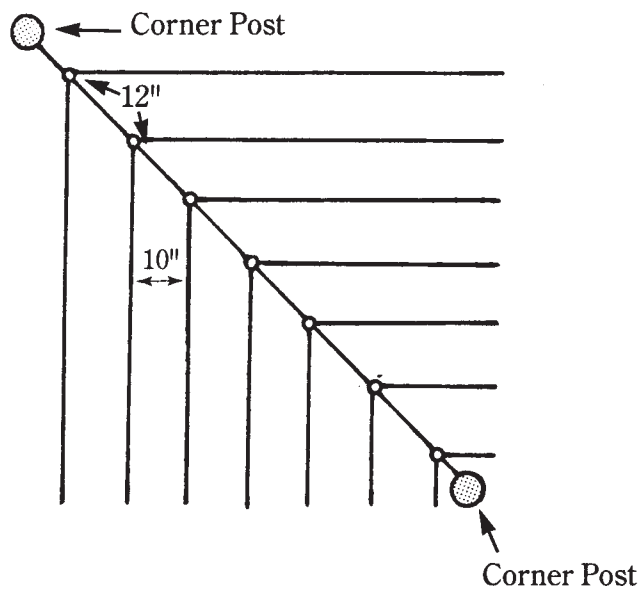
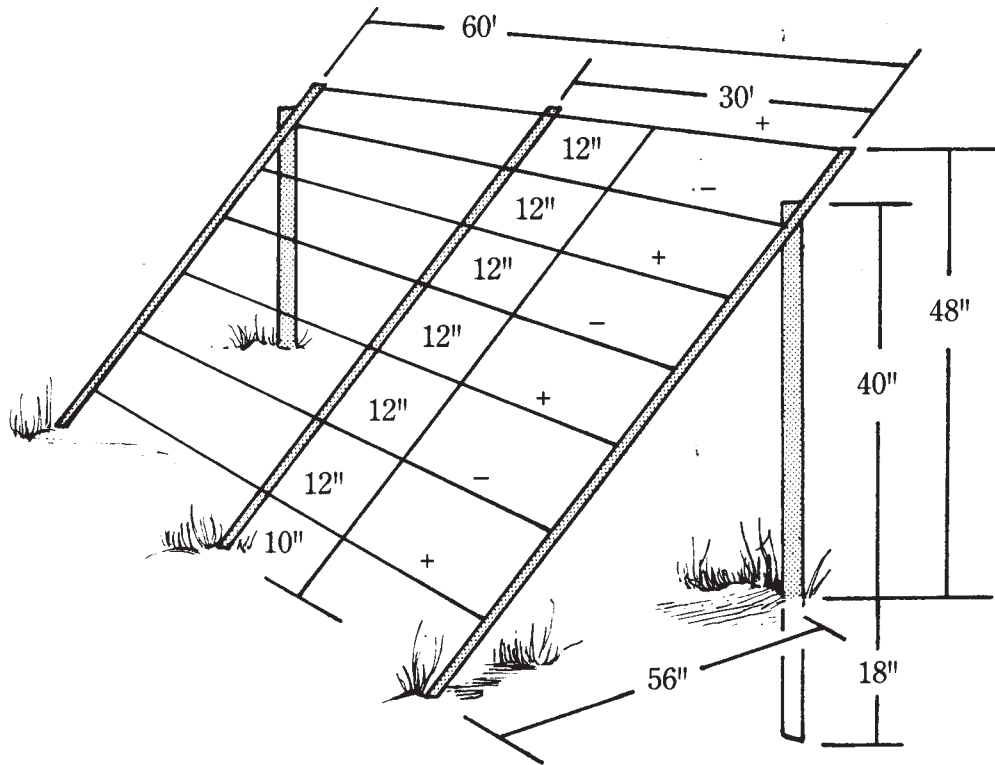
Woven wire deer and elk fence can be used to construct permanent hay stackyards or protect high-value growing crops such as orchard or nursery stock.

High Tensile Electric Fence



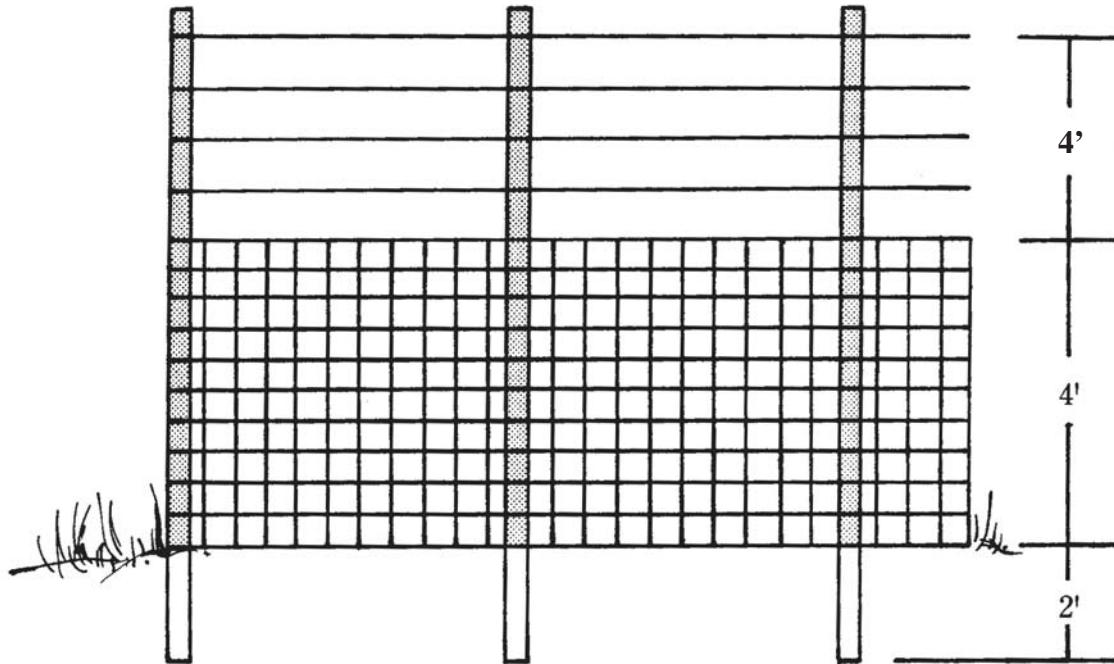
Electric deer and elk fence with alternative positive and ground wire. This is a less expensive alternative to woven wire for protecting growing crops.

Slanted Fence



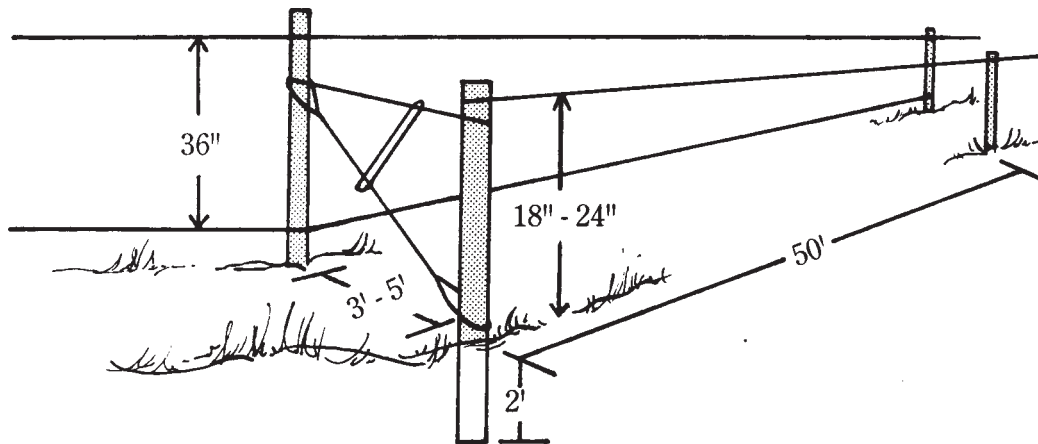
Slanted seven-wire deer fence. This fence can be electrified with alternating positive and ground wires.

Hybrid Fence



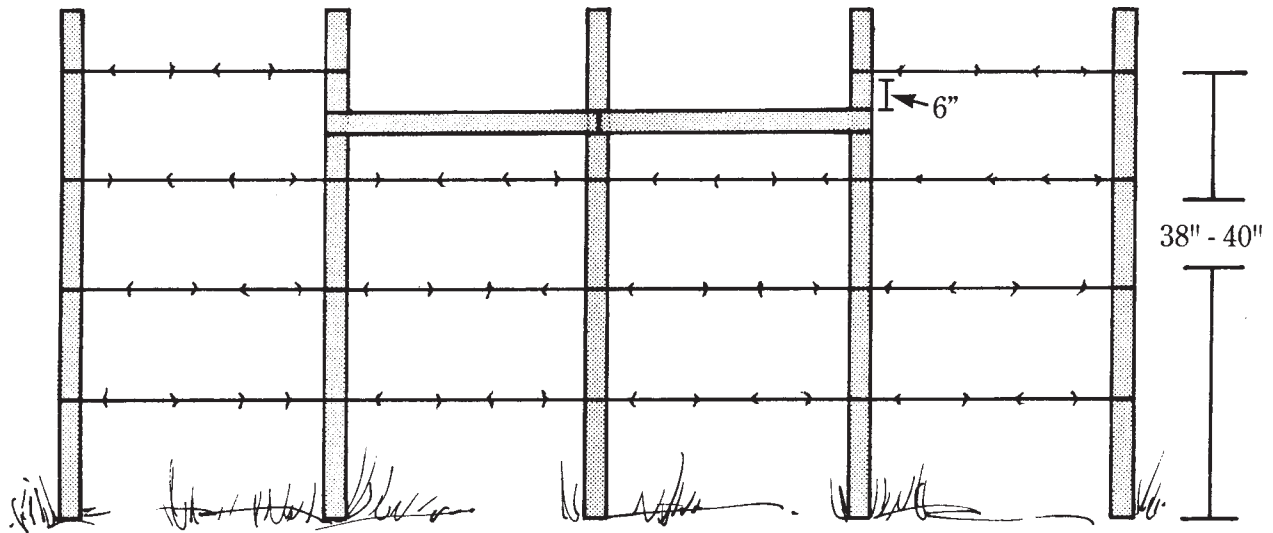
Short woven wire fence for deer and elk. The top wires can be electrified with alternating positive and ground wires. By eliminating the top wire, this fence can be used for antelope.

Offset Electric Fence



Offset or double electric fence. This fence can be used for small areas—less than 40 acres. The fence's three-dimensional appearance discourages deer from approaching, but if deer do decide to cross it, they'll receive a shock.

Wildlife Crossing Fence



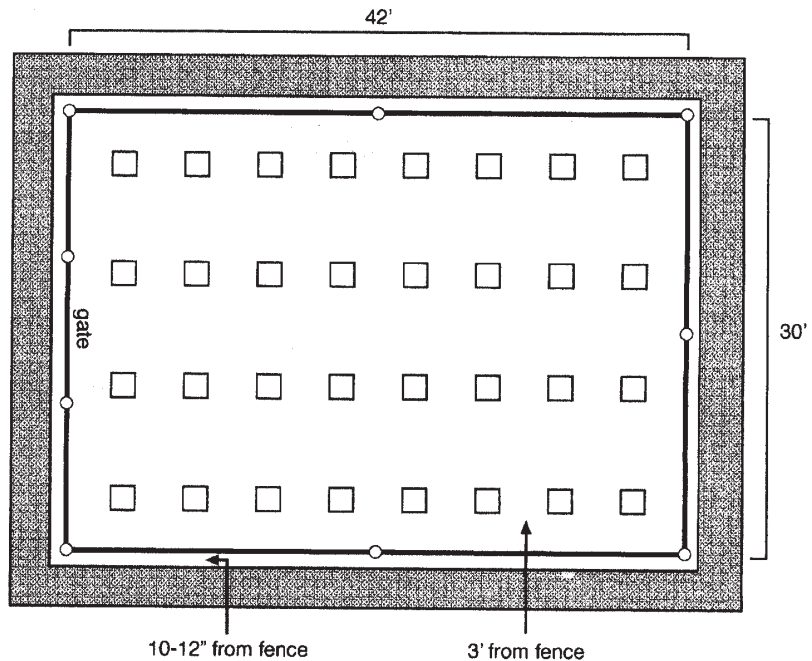
Elk crossing. Elk fence damage can be reduced by making sure fences are no higher than about 40 inches. At game crossing, replace the top wire with a wooden pole. Place the pole 6 inches below the top wire elevation.

Bear Fence

Temporary Woven-Wire Electric Fence

Materials for a Temporary Woven-Wire Electric Fence

- 1 Solar charger and a 5.5 watt solar panel
- 1 Interstate PC1270 jell cell battery
- 15 ft Insulated cable
- 3 Insulated gate handles
- 9 1 1/2 inch x 4 foot PVC pipes
- 150 ft 32 inch wide light (about 18 gauge) woven wire with square mesh and wire spacing ranging from 2 inches on the bottom to 5 inches on top.
- 9 6 1/2 foot steel "T" posts
- 150 ft 36 inch wide chicken wire
- 40 Metal tent stakes or home-made no. 9 wire pins
- 1 6 foot by 1/2 inch ground rod and clamp

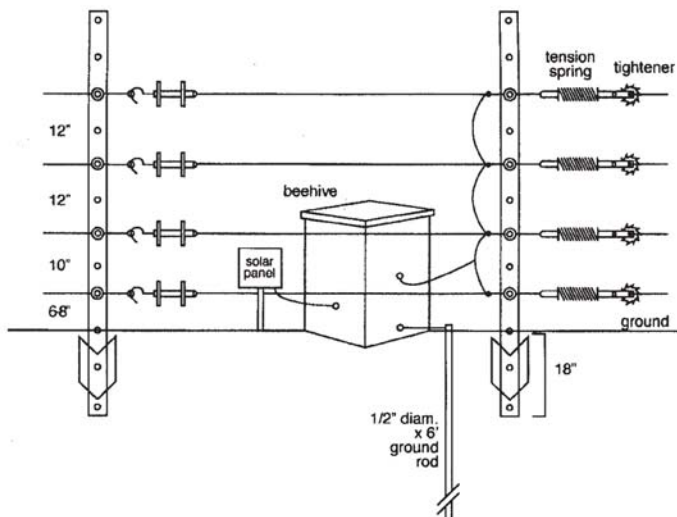


A temporary woven-wire electric fence and a temporary high-tensile electric fence designed to protect beehives from bears, showing spacing of posts and the position of beehives and chicken wire grounding apron relative to the woven-wire electric fence. Another "T" post is added to each of the longer sides of the temporary high-tensile electric fence.

Temporary High-Tensile Electric Fence

Materials for a Temporary High-Tensile Electric Wire Fence

- 1 Solar charger and a 5.5 watt solar panel
- 1 Interstate PC1270 jell cell battery
- 15 ft Insulated cable
- 4 Insulated gate handles
- 4 Heavy duty tension springs
- 4 In-line strainers (wire tighteners)
- 600 ft 17 gauge high-tensile wire
- 11 6 1/2 foot steel "T" posts
- 48 "T" post insulators
- 150 ft 36-inch wide chicken wire
- 40 Metal tent stakes or home-made no. 9 wire pins
- 1 6 foot by 1/2 inch ground rod and clamp



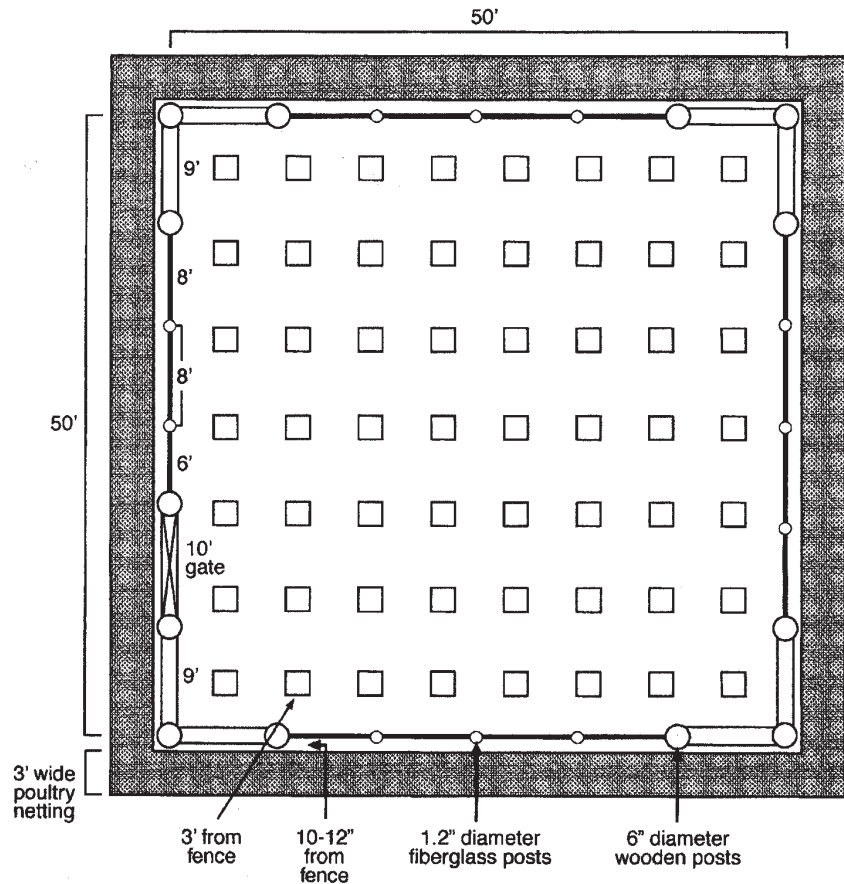
Spacing of electric high-tensile wires and gate, and location of beehive, solar panel and grounding rod behind the fence.

Bear Fence

Materials for Permanent Electric Fence

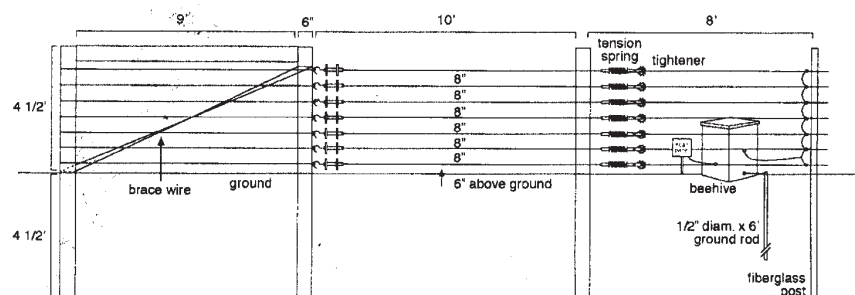
- 1 New Zealand style 12 volt energizer
- 1 85 amp-hour deep-cycle battery
- 1 20-watt solar panel
- 1 Lightning arrestor
- 13 9 foot x 6 inch wood corner posts (CCA treated)
- 8 9 foot x 4 inch wood top rails (CCA treated)
- 11 7 foot x 1.2 inch fiberglass line posts
- 1 1,500 foot coil 12 1/2 gauge high-tensile wire
- 70 ft 1 x 19 galvanized aircraft cable
- 100 ft 12 1/2 gauge insulated wire
- 100 ft Insulated tubing
- 7 Heavy-duty gate handles
- 7 In-line strainers (ratchet-type)
- 7 In-line tension springs
- 1 bag 12 1/2 gauge compression sleeves
- 1 box 3-4 Nicotap sleeves
- 20 10 inch x 3/8 inch H-brace pins
- 5 lbs 2 inch zinc barbed staples
- 240 ft 36-inch wide chicken wire
- 40 Metal tent stakes or home-made no. 9 wire pins
- 1 6 foot x 1/2 inch ground rod and clamp

Permanent High-Tensile Electric Fence



A permanent high-tensile electric wire fence designed to protect beehives from bears, showing spacing of posts and the position of beehives and chicken wire grounding apron relative to the fence.

Permanent High-Tensile Electric Fence



Spacing of wires and gate, and location of beehive, solar panel and grounding rod behind the fence.

To Contact The Nearest Idaho Fish & Game Office:

PANHANDLE REGION (208) 769-1414 2750 Kathleen Ave., Coeur d'Alene, ID 83815
CLEARWATER REGION (208) 799-5010 3316 16th Ave., Lewiston, ID 83501
SOUTHWEST REGION (208) 465-8465 3101 S. Powerline Rd., Nampa, ID 83686
McCALL SUBREGION (208) 634-8137 555 Deinhard Ln., McCall, ID 83638
MAGIC VALLEY REGION (208) 324-4350 317 South 419 East,
..... US 93 Business Park, Jerome, ID 83338
SOUTHEAST REGION (208) 232-4703 1345 Barton Rd., Pocatello, ID 83204
UPPER SNAKE REGION (208) 525-7290 4279 Commerce Circle, Idaho Falls, ID 83401
SALMON REGION (208) 756-2271 99 Hwy. 93 N., PO Box 1336, Salmon, ID 83467

USDA Wildlife Services:

PANHANDLE REGION (208) 378-5077
CLEARWATER REGION (208) 378-5077
SOUTHWEST REGION (208) 378-5077
McCALL SUBREGION (208) 378-5077
MAGIC VALLEY REGION (208) 934-4354
SOUTHEAST REGION (208) 236-6921
UPPER SNAKE REGION (208) 236-6921
SALMON REGION (208) 934-4354

Or toll free anywhere at 1-866-487-3297

